

EXHIBIT B

**Location for LATA Wide Termination
of Feature Group A Access Service in
Non-EAS Calling Areas**

SECONDARY OFFICE COMPANY

| CLLI CODE | NPA-NXX | Access Line | % Ownership of Transport Facilities | LATA |
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5/25/97

ATTACHMENT 13: ANCILLARY FUNCTIONS

1.0 Introduction

- 1.1 This Attachment 13: Ancillary Functions, and its Appendices set forth the Ancillary Functions that SWBT agrees to offer to AT&T under this Agreement, and the requirements associated therewith. SWBT will offer these Ancillary Functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

2.0 Collocation

- 2.1 Certain provisions applicable to the Parties' rights and obligations pertaining to physical collocation are set forth in Appendix Collocation, attached hereto.

3.0 Rights of Way (ROW), Conduits and Pole Attachments

- 3.1 The provisions concerning AT&T's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT are set forth in Appendix Poles, Conduits, and Rights-Of-Way, attached hereto.

APPENDIX COLLOCATION

This Appendix Collocation to Attachment 13: Ancillary Functions, sets forth terms and conditions applicable to the Parties' rights and obligations pertaining to physical collocation.

1.0 Introduction

- 1.1. SWBT is an incumbent local exchange carrier having a statutory duty to provide for "physical collocation" of "equipment necessary for interconnection or access to unbundled network elements" at its Eligible Structures. 47 U.S.C. 251(c)(6).
- 1.2 AT&T wishes to locate certain of its equipment within the Eligible Structures of SWBT (as defined herein) and thereby connect with SWBT and with other Local Service Providers (as specified in section 10.6 below).
- 1.3 This Appendix will govern AT&T's collocation of its equipment within SWBT's Eligible Structures, subject also to the provisions of the Agreement to which this Appendix is included.

2.0 Allocation of Collocated Space within Eligible Structures

- 2.1 "Eligible Structures," as used herein, include all SWBT central offices, and serving wire centers and, and all buildings and similar structures owned or leased by SWBT that house SWBT network facilities and, all structures that house SWBT facilities on public rights-of-way, controlled environmental vaults (CEVs), huts, and cabinets.
- 2.2 Space within an Eligible Structure containing any AT&T collocated equipment is referred to herein as "Collocated Space."
- 2.3 Subject to this Appendix, SWBT grants to AT&T access to and use of Collocated Space within its Eligible Structures.
- 2.4 SWBT will allocate Collocated Space on a nondiscriminatory, "first-come, first-served" basis among , AT&T, and other collocators, provided that there is space available for collocation and for reasonable security arrangements and subject to any other limitations provided by law.
- 2.5 If space is not available for physical collocation at an Eligible Structure, SWBT will provide virtual collocation at that Eligible Structure, as set forth in section 2.7 below.
- 2.6 Subject to sections 2.4 and 2.5 above, SWBT will make contiguous space available in response to an AT&T request to expand existing Collocated Space.

- 2.7 SWBT will provide AT&T with virtual collocation rather than physical collocation under the following circumstances:
- 2.7.1 When sufficient space is not available for physical collocation at a particular Eligible Structure as determined under Section 2.5, SWBT will not deny virtual collocation for a particular Eligible Structure to AT&T, unless virtual collocation is not technically feasible.
- 2.7.2 Upon request from AT&T, so long as technically feasible and space is available, SWBT will provide AT&T with virtual collocation pursuant to applicable tariffs.

3.0 Application for Collocated Space.

- 3.1. To apply for a particular Collocated Space within SWBT's Eligible Structures, AT&T will provide to SWBT a completed "Physical Collocation Application Form" (Rev. 11/19/96 or as subsequently modified) and will pay to SWBT an "Engineering Design Charge" ("EDC"). The Physical Collocation Application Form will contain a list of all forecasted equipment and facilities to be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of all pieces of forecasted equipment and facilities, as specified further in section 10.2 below. The Engineering Design Charge will be specified in SWBT's current technical publication for physical collocation.
- 3.2 Upon receipt of AT&T's application for Collocated Space, SWBT will begin to prepare a price quotation for the Collocated Space. SWBT will provide AT&T with the price quotation within thirty-five (35) days of receipt of AT&T's Physical Collocation Application Form and Engineering Design Charge. When sufficient space is not available for physical collocation at a particular Eligible Structure as determined under Section 2.5, SWBT will refund the Engineering Design Charge to AT&T
- 3.3 SWBT's price quotation will consist of a "Preparation Charge," "Monthly Charge," and "Completion Interval."
- 3.3. The Preparation Charge will represent a one-time charge for SWBT's preparation of the Collocated Space and related modifications to the Eligible Structure. The Preparation Charge will consist of two Components: (i) the charge to AT&T associated with modifying the Eligible Structure to provide physical collocation ("Common Charge"), as set forth in section 4.3.1, and (ii) the charge associated with preparing the Collocated Space ("Collocated Space Charge"). SWBT will quote the portion of the Preparation Charge that consists of charges for subcontracted work ("Subcontractor Charges").

- 3.3.2. The Monthly Charge will consist of, the monthly charges for floor space, power usage, maintenance, administration, and taxes for equipment charged by SWBT to AT&T for use of the Collocated Space. Recurring costs for maintenance, administration, and miscellaneous expenses will be based on a standardized cost factor applied to the specific equipment installed for each LSP. Recurring costs for floor space will be priced based on average forward-looking costs across all applicable offices.
- 3.3.3 The Completion Interval will consist of SWBT's estimate of the amount of time required for it to prepare the Collocated Space to comply with AT&T's collocation application.
- 3.4 SWBT's price quotation, Common Charge, Collocated Space Charge, and Monthly Charge will be calculated using methodology which is nondiscriminatory to all collocators. SWBT's price quotation, Common Charge, Collocated Space Charge, and Monthly Charge will be sufficient to cover SWBT's reasonable costs and will be no greater than necessary for SWBT to earn a reasonable profit.
- 3.5 Subject to an appropriate non-disclosure agreement, SWBT will permit AT&T to inspect supporting documents for the Preparation Charge, including the Common Charge (if AT&T is the first entity to which SWBT provides physical collocation in an Eligible Structure), the Collocated Space Charge, and any Custom Work charge.
- 3.6 SWBT's price quotation will constitute a firm offer that AT&T may accept in within thirty-five (35) days of AT&T's receipt of the price quotation, subject only to the true-up procedure specified in section 5.10 below. SWBT will reserve the Collocated Space for AT&T during this thirty-five day period. If AT&T does not accept the price quotation in writing within thirty-five days of AT&T's receipt of the price quotation, the price quotation will be automatically rescinded.
- 3.7 If AT&T accepts SWBT's price quotation for a particular Collocated Space, the Parties will submit for regulatory approval whatever documentation is required by the State Commission for the State Commission's approval of the Parties' collocation arrangement. The Parties will cooperate to file the necessary documentation as soon as practicable. If the Commission fails to give unqualified approval to the Parties' collocation arrangement, then SWBT's price quotation, and AT&T's acceptance thereof, will be automatically rescinded unless otherwise agreed to by SWBT and AT&T.

4.0 Preparation of the Collocated Space.

- 4.1 SWBT agrees, at AT&T's sole cost and expense as set forth herein, to prepare the Collocated Space in accordance with working drawings and specifications prepared by SWBT. The preparation will be arranged by SWBT in compliance with all applicable codes, ordinances, resolutions, regulations and laws. Only after AT&T has made the initial payments required by

Sections 4.2 and 4.3 and regulatory approval is obtained in accordance with section 3.7 hereof (unless AT&T chooses to invoke the procedure specified in section 4.4 below), SWBT will pursue diligently the preparation of the Collocated Space for use by AT&T.

- 4.2 Prior to any obligation on SWBT to start any preparation of the Collocated Space, AT&T will pay SWBT fifty percent (50%) of the Collocated Space Charge and eighty-five percent (85%) of any custom work charge required to create or vacate any entrance facility for AT&T ("Custom Work"). The remainder of the Collocated Space Charge and any Custom Work charge are due upon completion and prior to occupancy by AT&T.
- 4.3 In addition and prior to any obligation on SWBT to start any preparation of the Eligible Structure for physical collocation, AT&T will pay SWBT fifty percent (50%) of the Common Charge, as described in section 4.3.1 below. The other fifty percent (50%) of the Common Charge is due upon completion and prior to occupancy by AT&T.
- 4.3.1 The first entity to which SWBT provides physical collocation in an Eligible Structure will be responsible for all costs incurred by SWBT associated with the preparation of that Eligible Structure to provide physical collocation in the initial space where physical collocation is to be located ("Initial Common Charge"). The next three subsequent collocators that share such common elements as, but not limited to, HVAC systems, electrical power panels, conduits, and security systems, at the same Eligible Structure will pay a "Common Charge" equal to the Initial Common Charge multiplied by a fraction, the numerator of which is one and the denominator of which is the total number of collocators in the same Eligible Structure. Each time additional collocator(s) use(s) physical collocation in the same Eligible Structure, each previous collocator will receive a prorated refund of its previously paid Initial Common Charge or Common Charge. The prorated refund to each previous collocator will consist of the Common Charge paid by the most recent collocator (the one who, in a particular instance, will not receive a refund) divided by the total number of previous collocators, using the following schedule:

| <u>Collocator(s)</u> | <u>Common Charge</u> | <u>Prorated Refund to Previous Collocator(s)</u> |
|----------------------|----------------------|--|
| 1st | 100% | N/A |
| 2nd | 50% | 50% |
| 3rd | 33 1/3% | 16 2/3% |
| 4th | 25% | 8 1/3% |
| 5th and beyond | 0% | 0% |

No interest will be paid on refunds. Refunds shall be based on the Initial Common Charge actually paid by the first physical collocator instead of the price quotation.

- 4.3.2 Notwithstanding the above, SWBT will have no obligation to remit any amount that would result in SWBT being unable to retain the full amount of the Initial Common Charge or to remit any amount based upon charges not actually collected.
- 4.4 At the written election of AT&T, and upon payment of the sums described above in sections 4.2 and 4.3, SWBT will begin preparing the Collocated Space for AT&T prior to receiving the regulatory approval required by section 3.7 above. Payment to SWBT of the remaining charges under these sections shall be due upon completion. If the Commission fails to give unqualified approval to the Parties' collocation arrangement as required by section 3.7, and the Parties do not otherwise agree to continue the collocation arrangement for the Collocated Space, AT&T will pay to SWBT, within a reasonable time after the Commission's decision, an amount equal to SWBT's non-recoverable costs less net salvage and less the amount already paid to SWBT. Non-recoverable charges include, the non-recoverable cost of equipment and material ordered, provided, or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided, or used; labor, transportation and any associated costs. If the amounts already paid to SWBT plus the net salvage exceed SWBT's non-recoverable costs, SWBT will refund to AT&T the excess amount within a reasonable time after the Commission's decision.
- 4.5 SWBT will contract for or perform the preparation of the working drawings and specifications for the modification of the Eligible Structure and the preparation of the Collocated Space.
- 4.6
- 4.7 AT&T may subcontract the preparation of the Collocated Space with contractors approved by SWBT. SWBT's approval of contractors will be based on the same criteria that it uses in approving contractors for its own purposes, which approval will not be unreasonably withheld. AT&T will be responsible for the cost of its own contractors; SWBT will adjust the Preparation Charge to account for AT&T's provision of its own contractors.
- 4.8 SWBT will perform the construction and preparation activities underlying the Preparation Charge, including the Common Charge, the Collocated Space Charge, and the Subcontractor Charges, and any Custom Work charges, using the same or consistent practices that are used by SWBT for other construction and preparation work performed in the Eligible Structure.
- 4.9
- 4.10
- 4.11 AT&T may contact SWBT at any time to determine the status of the preparation of the Collocated Space and modification to the Eligible Structure.

4.12 SWBT will exercise due diligence to prepare the Collocated Space in a reasonable time period, not to exceed three months from AT&T's acceptance of SWBT's price quotation, unless otherwise mutually agreed to in writing by AT&T and SWBT. In the event that SWBT is not able to prepare the Collocated Space within the quoted Completion Interval, SWBT will provide AT&T with a revised Completion Interval within seven (7) working days after SWBT ascertains that the original Completion Interval cannot be met. If the revised Completion Interval is objectionable to AT&T, and the parties cannot resolve AT&T's objection, the issue may be presented to the State Commission for review.

4.13

4.14 Unless there are unusual circumstances, SWBT will notify AT&T within five (5) days after preparation is complete that preparation of the Collocated Space has been completed.

5.0 Occupancy of the Collocated Space

5.1 The "Commencement Date" for a particular Collocated Space shall be the first day after which AT&T has been notified that the Collocated Space is complete.

5.2 On or after the Commencement Date, AT&T will be permitted to access the Collocated Space for the limited purpose of inspecting

5.3

5.4 SWBT will provide telephone equipment drawings depicting the exact location, type, and cable termination requirements (i.e., connector type, number and type of pairs, and naming convention) for SWBT Point of Termination Bay(s) to AT&T within of AT&T's approval of SWBT's preparation of the Collocated Space.

5.5

5.6 SWBT will provide power cabling connectivity information including the sizes and number of power feeders to AT&T within of AT&T's approval of SWBT's preparation of the Collocated Space.

5.7 Unless there are unusual circumstances, AT&T must place operational telecommunications equipment in the Collocated Space within sixty (60) days after AT&T is permitted to occupy the Collocated Space under sections 5.2 and 5.3 above, provided, however, that this sixty (60) day period will not begin until regulatory approval is obtained under section 3.7 above. If AT&T fails to comply with this requirement, SWBT may elect to terminate the collocation arrangement provided, however, SWBT in its sole discretion may extend up to an additional ninety (90) days to AT&T upon a demonstration by AT&T that it exercised its best effort to

comply with this requirement and that circumstances beyond AT&T's reasonable control prevented AT&T from complying with this requirement.

- 5.8 Beginning on the first date of occupancy of the Collocated Space, AT&T will pay the Monthly Charge to SWBT for each month that AT&T occupies the Collocated Space.
- 5.9 In the event that AT&T cancels a request for Collocated Space or fails to occupy a Collocated Space in the time provided under section 5.7 above, then in addition to any other remedies that SWBT might have, AT&T will owe to SWBT its non-recoverable costs less net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; trued-up Subcontractor Charges, the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs. If the amounts already paid to SWBT plus the net salvage exceed SWBT's reasonable nonrecoverable costs, SWBT will refund to AT&T the excess amount within thirty (30) days of the cancellation of the request.
- 5.10 Within one hundred twenty (120) days of the completion date of the Collocated Space, SWBT will perform a true-up of all Subcontractor Charges using the actual amounts billed by subcontractors. Any amounts incurred above the Subcontractor Charges will be billed to AT&T or, alternatively, any amount below such Charges will be remitted to AT&T.

6.0 Billing and Payment of Collocation Charges.

- 6.1 Billing shall occur on or about the 25th day of each month, . SWBT may change its billing date practices upon thirty (30) days notice to AT&T.
- 6.2 Charges for interconnection shall be as set forth in any interconnection agreement between SWBT and AT&T and in any applicable tariffs.

6.3

7.0 Relocation of Collocated Space

- 7.1 Notwithstanding section 2.3 above, in the event that SWBT determines it necessary for the Collocated Space to be moved within an Eligible Structure or to another Eligible Structure, AT&T is required to do so. In such an event, AT&T shall be responsible for the preparation of the new Collocated Space at the new location if such relocation arises from circumstances beyond the reasonable control of SWBT, including condemnation or government order or regulation that makes the continued occupancy of the Eligible Structure uneconomical. Otherwise SWBT shall be responsible for any such preparation. If Collocated Space is relocated under this section 7.1, SWBT and AT&T will cooperate to insure that AT&T will not experience out of service conditions beyond reasonable cut-over intervals while collocated

equipment is relocated, reconnected, and tested.

- 7.2 In the event that AT&T requests that the Collocated Space be moved within an Eligible Structure or to another Eligible Structure, SWBT shall permit AT&T to relocate the Collocated Space, subject to the availability of space and . AT&T shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocated Space and the new Eligible Structure as applicable.

8.0 Fiber Optic Cable and Demarcation Point.

- 8.1 AT&T may use single mode dielectric fiber optic cable as a transmission medium to the Collocated Space or Eligible Structure. AT&T may use copper cable or coaxial cable only where AT&T can demonstrate that interconnection of copper or coaxial cable will not impair SWBT's ability to serve its own customers or other collocators. AT&T may use microwave transmission facilities as a transmission medium to the Eligible Structure where Collocated Space is located, except where such microwave transmission facilities are not practical for technical reasons or because of space limitations. SWBT will provide at least two separate points of entry to the Eligible Structure wherever there are at least two entry points for SWBT's cable facilities and at which space is available for new facilities in at least two of those entry points. .
- 8.2 AT&T and SWBT agree that the demarcation point between SWBT's network and AT&T's network for interconnection and access to unbundled network elements will be within AT&T's Collocated Space (e.g., point-of-termination frame) unless determined otherwise by AT&T and SWBT. Both AT&T and SWBT are responsible for equipment maintenance and other ownership obligations and responsibilities on their side of that demarcation point.

9.0 Technical Requirements

- 9.1 At AT&T's request, SWBT will provide synchronous timing to AT&T equipment to maintain compatibility with SWBT office equipment.
- 9.2
- 9.3 Subject to the other provisions hereof, AT&T may collocate the amount and type of telecommunications equipment necessary in its Collocated Space for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to section 10.6 hereof, other collocators. All AT&T equipment placed in the Collocated Space will conform to the equipment standards set forth in section 11.1 and be operated in a manner not inconsistent with SWBT's network. Except as provided herein or as otherwise agreed in writing by the Parties, equipment for enhanced services or other services not under the control of the State Commission may not be placed in Collocated Space. Where space permits and for the purposes

set forth in this section 9.3, SWBT shall allow AT&T to locate remote switching module equipment (RSMs) or similar equipment (e.g., Lucent EXM, Nortel RSC-C) in the Collocated Space if the Collocated Space is within a SWBT central office. Except as provided herein, SWBT will place no restriction or limitation on AT&T as to the use or functionality of that equipment. No power-generating or external power-storage equipment, but in no event lead acid batteries, shall be placed in the Collocated Space. The point of termination (POT) bay will be located inside the caged area, equipped and cabled as requested by AT&T to minimize cable additions on an ongoing basis.

- 9.4 Subject to the other provisions hereof, including section 11.1, AT&T may select its own vendors for all required engineering and installation services associated with its collocated equipment. SWBT will not require AT&T to use SWBT's internal engineering or installation work forces for the engineering and installation of AT&T's collocated equipment.
- 9.5 SWBT will provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's space and equipment using the same standards that SWBT uses for those elements for its own similar space and equipment, or using other standards to which AT&T and SWBT may agree in writing.
- 9.6
- 9.7 SWBT will provide transmission and power cabling diversity to the Collocated Space under the same guidelines then used for diversity cabling for SWBT within the Eligible Structure. On a custom work order basis, SWBT will consider AT&T's special cabling needs and will implement them where possible.
- 9.8 SWBT will notify AT&T prior to the scheduled start dates of all construction activities (including power additions or modifications) in the general area of AT&T's Collocated Space with potential to disrupt AT&T's services. If possible, SWBT will provide such notification to AT&T at least fourteen (14) days before the scheduled start date of such construction activity. SWBT will inform AT&T as soon as practicable by telephone of all emergency-related activities that SWBT or its subcontractors are performing in the general area of the AT&T Collocated Space, or in the general area of the AC and DC power plants which support AT&T equipment. If possible, notification of any emergency-related activity will be made immediately prior to the start of the activity so that AT&T may take reasonable actions necessary to protect AT&T's Collocated Space.
- 9.9 .

10.0 Use of Collocated Space

- 10.1 The Collocated Space is to be used by AT&T for access to SWBT's unbundled network elements and for interconnection to SWBT and, subject to section 10.6 hereof, other collocators. Consistent with the nature and the environment of the Eligible Structure and Collocated Space, AT&T shall not use the Collocated Space for office, retail, or sales purposes. No signage or markings of any kind by AT&T shall be permitted on the Eligible Structure or on the SWBT grounds surrounding the Eligible Structure. AT&T may, however, place signage and markings on the inside of its Collocated Space.
- 10.2 AT&T will list all of its equipment and facilities that will be placed within the Collocated Space, with the associated power requirements, floor loading, and heat release of each piece on the "Physical Collocation Application Form." AT&T warrants that this list is complete and accurate. AT&T shall not place or leave any equipment or facilities within the Collocated Space beyond those listed on the Physical Collocation Application Form without the express written consent of SWBT, as specified in section 10.2.1 below.
- 10.2.1 In the event that, subsequent to the submission of the Physical Collocation Application Form, AT&T desires to place in the Collocated Space any equipment or facilities not listed on the Physical Collocation Application Form, AT&T shall furnish to SWBT a written list and description of the equipment or facilities substantially in the same form. SWBT may provide such written consent or may condition any such consent on additional charges arising from the subsequent request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. SWBT will not unreasonably withhold consent under this section 10.2.1.
- 10.2.2 Except as may be required by law, including state and federal regulations, the foregoing imposes no obligation upon SWBT to purchase additional plant or equipment, relinquish used or forecasted space or facilities, or to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.
- 10.3 AT&T may use the Collocated Space for placement of equipment and facilities only. AT&T's employees, agents and contractors shall be permitted access to the Collocated Space at all times, provided that AT&T's employees, agents and contractors comply with SWBT's policies and practices pertaining to fire, safety and security. AT&T agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Collocated Space. Upon AT&T's termination of the use of the Collocated Space, AT&T shall surrender the Collocated Space to SWBT, in the same condition as when first occupied by AT&T, ordinary wear and tear excepted.

- 10.4 AT&T equipment or operating practices representing a significant demonstrable technical threat to SWBT's network or facilities, including the Eligible Structure, are strictly prohibited.
- 10.5 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in Collocated Space shall not interfere with or impair service over any facilities of SWBT or the facilities of any other person or entity located in the Eligible Structure; create hazards for or cause damage to those facilities or to the Eligible Structure; impair the privacy of any communications carried in, from, or through the Eligible Structure; or create hazards or cause physical harm to any individual or the public.
- 10.6 To the extent that SWBT is required by law, SWBT will permit AT&T to interconnect its network with that of another collocated party at the same Eligible Structure pursuant to this section 10.6 and its subsections.
- 10.6.1 Upon AT&T's written request and as soon as practicable, SWBT will provide the connection between collocation arrangements on a time and materials basis whenever AT&T and another collocator cannot for technical reasons provide the connection for themselves by passing the facility through the cage wall(s). SWBT will provide nothing more than the labor and physical structure(s) necessary for the collocator(s) to pull facilities provided by one collocator from its cage to the cage of another collocator. If the collocators are not located on the same floor and cannot physically pull the cable themselves through the SWBT provided structure(s), SWBT will perform the cable pull on an time and materials basis. At no time will the collocators be allowed access to any portion of the central office other than the collocation area. SWBT will not make the physical connection within the collocator's cage, SWBT will not accept any liability for the cable or the connections, and SWBT will not maintain any records concerning these connections.
- 10.6.2
- 10.7 Subject to this Appendix, AT&T may place or install in or on the Collocated Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by AT&T in the Collocated Space shall not become a part of the Collocated Space, even if nailed, screwed otherwise fastened to the Collocated Space, but shall retain their status as personality and may be removed by AT&T at any time. Any damage caused to the Collocated Space by the removal of such property shall be promptly repaired by AT&T at its expense.
- 10.8 In no case shall AT&T or any person purporting to be acting through or on behalf of AT&T make any rearrangement, modification, improvement, addition, repair, or other alteration to Collocated Space or the Eligible Structure without the advance written permission and direction of SWBT, which permission and direction will not be unreasonably withheld. SWBT will consider a modification, improvement, addition, repair, or other alteration requested by AT&T,

provided that SWBT will have the right to reject or modify any such request to the extent permitted by law. The cost of any such construction shall be paid by AT&T in accordance with SWBT's then-standard custom work order process.

11.0 Standards

11.1 This Appendix and the physical collocation provided hereunder is made available subject to and in accordance with the standards set forth in (i) Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE), as may be amended at any time and from time to time, and any successor documents; (ii) SWBT's Emergency Operating Procedures, as may be amended from time to time; and (iii) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective and then when effective. AT&T shall strictly observe and abide by the standards set forth in each; SWBT shall strictly observe and abide by the standards set forth in SWBT's Emergency Operating Procedures and the statutory and/or regulatory requirements referenced above. AT&T acknowledges the standards set forth in SWBT's publications entitled "Interconnector's Technical Publication for Physical Collocation" dated February 1997 and "Technical Publication 76300, Installation Guide," and AT&T will follow those publications, except as those publications are modified by this Appendix. In the event of any inconsistency between this Appendix and SWBT's "Interconnector's Technical Publication for Physical Collocation" and "Technical Publication 76300, Installation Guide," and any revision of the foregoing publications (whether or not objected to by AT&T), this Appendix will control.

11.2

11.3 Any revision to SWBT's Technical Publication for Physical Collocation, its Technical Publication 76300, or its Emergency Operating Procedures shall become effective and thereafter applicable under this Appendix thirty (30) days after such revision is released by SWBT, any revision made to address situations potentially harmful to SWBT's network or the network of others, the Eligible Structure, or the Collocated Space, or to comply with statutory and/or regulatory requirements shall become effective immediately. SWBT will immediately notify AT&T of any such revisions .

11.4 AT&T warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements (GR-63-CORE and GR-1089-CORE) for all equipment and facilities placed in the Collocated Space unless otherwise permitted by SWBT in writing on a case-by-case basis. AT&T also warrants and represents that any equipment or facilities that may be placed in the Collocated Space pursuant to section 10.2.1 or otherwise shall be so compliant. DISCLOSURE OF ANY NON-COMPLIANT ITEM IN THE PHYSICAL COLLOCATION APPLICATION FORM, PURSUANT TO SECTION 10.2.1, OR OTHERWISE, SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

12.0 Responsibilities of the Parties

- 12.1 AT&T and SWBT each are responsible for providing to the other's personnel a contact number for technical personnel who are reasonably accessible 24 hours a day, 7 days a week and who are knowledgeable regarding the technical implementation of the collocation provided for in the particular Eligible Structure.
- 12.2 AT&T and SWBT are each responsible for providing trouble report upon request from the other.
- 12.3 AT&T is responsible for bringing the transmission media permitted by section 8.1 to the points of entry to the Eligible Structure designated by SWBT, and for leaving sufficient cable length in order for SWBT to fully extend the AT&T-provided cable through the cable vault to the Collocated Space.
- 12.4 upon reasonable notice to SWBT, SWBT will fully extend the AT&T-provided cable through the cable vault to the Collocated Space on the same day that AT&T brings the AT&T-provided cable to the points of entry to the Eligible Structure designated by SWBT. While performing this operation, SWBT will be liable for any damage to the AT&T-provided cable that results from the placing operation. As used in this section, "same day" means same business day, provided that AT&T makes cables available at the points of entry to the Eligible Structure designated by SWBT by noon; otherwise, "same day" means the same time that the cable is made available on the next business day.
- 12.5 AT&T is responsible for removing any equipment, property or other items that it brings into the Collocated Space or any other part of the Eligible Structure. If AT&T fails to remove any equipment, property, or other items from the Collocated Space within thirty (30) days after discontinuance of use, SWBT may perform the removal and shall charge AT&T on a time and materials basis applicable to custom work
- 12.6 AT&T is solely responsible for the design, engineering, testing, performance, and maintenance of the equipment and facilities used by AT&T in the Collocated Space. AT&T will be responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Collocated Space: (a) its fiber optic, coaxial, or copper cable(s), as applicable; (b) its equipment; (c) required point of termination cross connects; (d) point of termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required; and (e) the connection cable and associated equipment which may be required within the Collocated Space to the point(s) of termination. SWBT NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 12.7 AT&T and SWBT each are responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade the other's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 12.8 AT&T and SWBT are each responsible for coordinating with the other to ensure that services are installed in accordance with the service request.
- 12.9 AT&T is responsible for testing to identify and clear a trouble when the trouble has been isolated to an AT&T-provided facility or piece of equipment. SWBT is responsible for testing to identify and clear a trouble when the trouble has been isolated to a SWBT-facility or piece of equipment.

13.0 Services, Utilities, Maintenance, and Facilities

- 13.1 SWBT shall maintain for the Eligible Structure customary building services and utilities (excluding telephone facilities), including janitor and elevator services, 24 hours a day. AT&T shall be permitted a single-line business telephone service for the Collocated Space. If technically feasible for AT&T in the Collocated Space, AT&T may provide its own telephone service; otherwise, SWBT will provide that service subject to applicable SWBT tariffs. Upon AT&T's request, such SWBT service shall be available at the AT&T Collocated Space on the day that the space is turned over to AT&T by SWBT.
- 13.2 SWBT will provide negative DC and AC power, back-up power, heat, air conditioning and other environmental support necessary for AT&T's equipment, in the same manner that it provides such support items for its own equipment within its Eligible Structures.
- 13.3 SWBT shall maintain the exterior of the Eligible Structure and grounds, and all entrances, stairways, passageways, and exits used by AT&T to access the Collocated Space.
- 13.4 SWBT agrees to make, at its expense, all changes and additions to the Eligible Structure required by laws, ordinances, orders or regulations of any municipality, county, state, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocated Space.
- 13.5 SWBT will provide AT&T with access to, and use of, electrical power where available (e.g., 48 volt D/C, 110 volt A/C convenience outlets) at the Collocated Space. At a minimum, SWBT will supply power to AT&T at parity with that provided by SWBT to itself or to any third party. If SWBT performance, availability, or restoration falls below industry standards, SWBT will bring itself into compliance with such industry standards as soon as technologically feasible. All D/C power to the Collocated Space will be from protected power sources. Upon AT&T's

request, SWBT will provide requested A/C power to the Collocated Space from protected power sources.

- 13.5.1 "Power" as referenced in this document refers to any electrical power source supplied by SWBT for AT&T equipment, and it includes all superstructure, infrastructure, and overhead facilities for the delivery of power, including, but not limited to, cable, cable racks and bus bars.
- 13.5.2 Central office power supplied by SWBT into an AT&T Collocated Space shall be supplied in the form of power feeders (cables) on cable racking as required. SWBT will provide in the Collocated Space a ground electrode that is connected to a central office ground and/or an isolated ground, where requested and where technically feasible. The power feeders (cables) will support the requested quantity and capacity of AT&T equipment. The location of the termination and the ground electrode will be as requested by AT&T or as mutually agreed to by the parties. The number of feeder cables will be specified by AT&T in writing based on the manufacturer's recommendation for the equipment and facilities collocated by AT&T.
- 13.5.3 SWBT power equipment supporting AT&T's equipment will: (1) comply with applicable industry standards (e.g., Bellcore NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout; (2) (3) provide feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment in accordance with AT&T's collocation request; and (4) .

14.0 Quiet Enjoyment

- 14.1 Subject to the other provisions of this Appendix, SWBT covenants that it has full right and authority to permit the use of the Collocated Space by AT&T and that, so long as AT&T performs all of its obligations under this Appendix, AT&T may peaceably and quietly enjoy the Collocated Space during the term of this Appendix.

15.0 Assignment

- 15.1 AT&T may interconnect with other collocators at the same Eligible Structure, in accordance with section 10.6 above.

16.0 Casualty Loss

- 16.1 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is not rendered untenable in whole or in part, SWBT shall repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge will not be abated.

- 16.2 If the Collocated Space is damaged by fire or other casualty, and the Collocated Space is rendered untenable in whole or in part and such damage or destruction can be repaired, SWBT repair the Collocated Space at its expense (as hereafter limited) and the Monthly Charge shall be abated while AT&T is deprived of use of the Collocated Space.
- 16.3 Any obligation on the part of SWBT to repair the Collocated Space shall be limited to repairing, restoring, and rebuilding the Collocated Space as prepared by SWBT for AT&T. .
- 16.4 In the event that an Eligible Structure is so damaged by fire or other casualty that closing, demolition, or substantial alteration or reconstruction of that Eligible Structure shall be advisable in SWBT's opinion, then, notwithstanding that any particular Collocated Space in the same Eligible Structure may not be damaged, SWBT, at its option, may terminate the collocation arrangement with respect to a Collocated Space in the same Eligible Structure by giving AT&T ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if possible.

17.0 Re-entry

- 17.1 If AT&T materially breaches any of its obligations under this Appendix with respect to a particular Collocated Space, and the breach shall continue for days after AT&T's receipt of written notice of breach, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess that particular Collocated Space, expel AT&T and any person or entity claiming under AT&T, remove AT&T's property, forcibly if necessary, and terminate the collocation arrangement with respect to that particular Collocated Space, without prejudice to any other remedies SWBT might have. Thereafter, until the breach is cured or otherwise resolved by the parties, SWBT may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space by AT&T in the Eligible Structure where that Collocated Space is located.
- 17.2 If AT&T is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, SWBT may, immediately or at any time thereafter, without notice or demand, enter and repossess any and all Collocated Spaces, expel AT&T and any person or entity claiming under AT&T, remove AT&T's property, forcibly if necessary, and terminate all collocation arrangements with respect to those Collocated Spaces, without prejudice to any other remedies SWBT might have. SWBT may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by AT&T at any time thereafter.

17.3

18.0 SWBT's Right of Access

- 18.1 SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter

Collocated Space at any reasonable time on three days advance notice of the time and purpose of the entry to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Collocated Space for purpose of averting any threat of harm imposed by AT&T or its equipment or facilities upon the operation of SWBT equipment, facilities and/or personnel located outside of the Collocated Space; in such case, SWBT will immediately notify AT&T by telephone of that entry and will leave written notice of entry in the Collocated Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

19.0 Limitation of Liability

- 19.1 Limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of this Agreement.
- 19.2 AT&T acknowledges and understands that SWBT may provide space in or access to its Eligible Structures to other persons or entities ("Others"), which may include competitors of AT&T; that such space may be close to the Collocated Space, possibly including space adjacent to the Collocated Space and/or with access to the outside of the Collocated Space; and that the cage around the Collocated Space is a permeable boundary that will not prevent the Others from observing or even damaging AT&T's equipment and facilities.

20.0 Indemnification

- 20.1 Indemnification provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions Portion of the Agreement

21.0 Dispute Resolution

- 21.1 All disputes arising under this Appendix will be resolved in accord with the dispute resolution procedures set forth in the General Terms and Conditions portion of this Agreement .

22.0 Insurance

- 22.1 AT&T shall, at its sole cost and expense procure, maintain, pay for and keep in force the insurance coverage specified below and any additional insurance and/or bonds required by law and underwritten by insurance companies having a BEST Insurance rating of A+VII or better, and which are authorized to do business in the state of Arkansas. SWBT shall be named as an ADDITIONAL INSURED on AT&T's general liability policy. AT&T may meet the insurance coverage requirements specified below utilizing its captive insurer or by establishing that it is authorized under the laws of the state of Arkansas to self-insure for any of the coverage requirements specified below.

- 22.2 AT&T shall maintain Comprehensive General Liability insurance including Products/Completed Operations Liability insurance including the Broad Form Comprehensive General Liability endorsement (or its equivalent(s)) with a Combined Single limit for Bodily Injury and Property Damage of \$1,000,000. Said coverage shall include the contractual, independent contractors products/completed operations, broad form property, personal injury and fire legal liability.
- 22.3 AT&T shall maintain, if use of an automobile is required or if AT&T is provided or otherwise allowed parking space by SWBT in connection with this Appendix, automobile liability insurance with minimum limits of \$1 million each accident for Bodily Injury, Death and Property Damage combine. Coverage shall extend to all owned, hired and non-owned automobiles. AT&T hereby waives rights of recovery against SWBT for damage to AT&T's vehicles while on the grounds of the Eligible Structure and AT&T will hold SWBT harmless with respect to any such damage or damage to vehicles of AT&T's employees.
- 22.4 AT&T shall maintain Workers' Compensation insurance with benefits afforded in accordance with the laws of the state of Arkansas.
- 22.5 AT&T shall maintain Employer's Liability insurance with minimum limits of \$100,000 for bodily injury by accident, \$100,000 for bodily injury by disease per employee and \$500,000 for bodily injury by disease policy aggregate.
- 22.6 AT&T shall maintain Umbrella/Excess liability coverage in an amount of \$5 million excess of coverage specified above.
- 22.7 AT&T shall maintain all Risk Property coverage on a full replacement cost basis insuring all of AT&T's personal property situated on or within the Eligible Structure or the Collocated Space. AT&T releases SWBT from and waives right of recovery, claim, action or cause of action against SWBT, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to AT&T or located on or in the space at the instance of AT&T by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk property insurance policy covering such property, regardless of cause or origin, including negligence of SWBT, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on AT&T's fixtures and other personal property shall contain a waiver of subrogation against SWBT, and any rights of AT&T against SWBT for damage to AT&T's fixtures or personal property are hereby waived.
- 22.8 The limits set forth above may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT Eligible Structures.

22.8

22.9

22.9 All policies purchased by AT&T shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

22.10 All insurance must be in effect on or before occupancy date and shall remain in force as long as any of AT&T's facilities or equipment remain within the Collocated Space or the Eligible Structure. If AT&T fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by AT&T.

22.11 AT&T shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Appendix. AT&T shall arrange for SWBT to receive thirty (30) days advance written notice from AT&T's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

22.12 AT&T must also conform to the recommendation(s) made by SWBT's Property Insurance Company which AT&T has already agreed to or to such recommendations as it shall hereafter agree to.

22.13 Failure to comply with the provisions of this section will be deemed a material violation of this Appendix.

23.0 Miscellaneous

23.1 If AT&T constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Appendix is joint and several.

23.1

23.2 This Appendix may not be modified by the Parties except by a subsequent written document executed by the Parties.

23.3 Whenever this Appendix requires the consent of a party, any request for such consent shall be in writing.

23.4 Neither party shall be deemed to have waived or impaired any right, authority, or option reserved by this Appendix (including the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach hereof to be a default and to terminate this Appendix prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof or any failure, refusal or neglect to exercise any right

under this Appendix or to insist upon exact compliance by the other with its obligations hereunder, including any rule or procedure, or any waiver, forbearance, delay, failure or omission by SWBT to exercise any right, power or option, whether of the same, similar or different nature, with respect to one or more other collocators.

23.5 No remedy herein conferred upon is intended to be exclusive of any other remedy in equity, provided by law, or otherwise, but each shall be in addition to every other such remedy.

23.6 The AT&T and all persons acting through or on behalf of AT&T shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

24.0